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A. C. 104. It no less touches and concerns the land when assigns are not expressly included. It seems clear, moreover, that these words are not required to make such a covenant run with the land under the rule in *Spencer's Case*, 5 Co. 16. The formula usually employed in such covenants and employed in the principal case, is "not to assign without the consent of the lessor." This, it has been said, shows that assignments by permission are contemplated, and that the covenant is accordingly intended to bar unauthorized assignments by any tenant. *Toronto Hospital Trustees v. Denham*, 31 Upp. Can. C. P. 203. Even without this formula, the covenant indicates merely that assignments were not contemplated, not that the covenant was to lose its force if one did occur. The principal case, therefore, takes what appears to be the common-sense view of the matter and substitutes the assignee for the original lessee, just as in any covenant running with the land. See 1 TIFFANY, LANDLORD AND TENANT, p. 936.

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — WORDS IMPUTING IMMORALITY TO SCHOOL TEACHER: WHETHER ACTIONABLE *PER SE*. — The defendant charged the plaintiff, a school master, with immoral conduct with a certain woman. The jury found the words were spoken in such a way as to imperil the plaintiff's retention of his office, and imputed that he was unfit to hold it. *Held*, that the words are actionable *per se*. *Jones v. Jones*, 31 T. L. R. 245 (K. B. Div.).

The decision goes on the ground that the words tend to injure the plaintiff in his profession or calling. This class of slander *per se* may be divided into three heads. First, those words which impute the plaintiff's incompetency to fill his position although no mention of his business be made, as insolvency in the case of a merchant, or ignorance in the case of a doctor or school teacher. *Stanton v. Smith*, 2 Ld. Raym. 1480; *Cawdry v. Highley*, Cro. Car. 270. And see *Watson v. Vanderlash*, Hetley 69, 71. Although a charge of habitual drunkenness might be said to impute incompetency for almost any trade or profession, it is difficult to see how immorality of the sort charged in the principal case would have any such tendency, except possibly in the case of a clergyman. See *Dod v. Robinson*, Aleyn 63. Secondly, words which impute misconduct in the practice of a profession, but do not necessarily charge incompetency. In such cases it is necessary that the words be spoken of the plaintiff in his professional capacity. Charges of immorality or dishonesty against a physician, or insolvency against a solicitor, are examples of this class. See *Ayre v. Craven*, 2 A. & E. 2; *Dauncey v. Holloway*, [1901] 2 K. B. 441; *Jones v. Bush*, 131 Ga. 421, 62 S. E. 279. Thirdly come those cases where the plaintiff's position is a salaried one, and the charge made is one which if true would cause his dismissal although imputing neither incompetency nor misconduct in fulfilling professional duties. *Cf. Alexander v. Jenkins*, [1892] 1 Q. B. 797; *Gallwey v. Marshall*, 9 Exch. 294. On this ground a general charge of immorality against a school teacher may well be held actionable. See *Nicholson v. Dillard*, 137 Ga. 225, 73 S. E. 382.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — GENERAL RELEASE OF EMPLOYER UPON PAYMENT OF COMPENSATION: RIGHT TO SUBSEQUENT RECOVERY AGAINST THIRD PARTY. — The plaintiff was injured in the course of his employment under circumstances creating legal liability in a third party for negligent injury. The employer was found not to be negligent, but made payment to the plaintiff under the Workmen's Compensation Act, and received a general release. The plaintiff now sues the third party for damages. *Held*, that he may recover. *Jacowicz v. Delaware, L. & W. R. Co.*, 92 Atl. 946 (Ct. Err. & App., N. J.).

This decision is a counterpart of the cases holding that the release of a third party upon recovery of judgment against him does not exonerate the employer

from paying compensation, in the absence of special statutory provision as to subrogation. *Newark Paving Co. v. Klotz*, 85 N. J. L. 432, 91 Atl. 91. See 26 HARV. L. REV. 377. By electing to claim under the statute, the employee surrenders his common-law rights against his employer and becomes entitled to compensation without regard to the employer's negligence. Hence, even if the employer had been at fault, the release should have no particular significance, for it adds nothing to the legal effect of the statute itself. In either case there seems to be no reason why the statute should operate to shield third-party tortfeasors. Compensation was not received from the employer as tortfeasor, and was at most only partial reparation for the injury sustained. See 28 HARV. L. REV. 307. Even among joint tortfeasors the release of one upon partial satisfaction has been held to release the other only *pro tanto*. *Bailey v. Delta Electric Light, etc. Co.*, 86 Miss. 634, 38 So. 354. The result in the principal case is further justified by the amended New Jersey Act, which permits the compensated employee to sue a third party, the employer being entitled upon notice to such third party to repayment out of any settlement or judgment to the extent of his payments under the Act. N. J. LAWS, 1913, c. 174, § 8. Under the English Workmen's Compensation Act, precluding the recovery of both compensation and damages, a contrary conclusion is reached. *Mahomed v. Maunsell*, 1 Butterworth's Work. Comp. C. N. s. 269. Most of the statutes in this country, however, have special provisions on the point, insuring the employee full, but no more than full, satisfaction. By the commonest of these, an employer having paid compensation is subrogated to his employee's rights against third persons, but must pay the employee any excess in recovery over compensation paid. See, for example, CONN. LAWS, 1913, ch. 138, pt. B, § 6.

MECHANICS' LIENS — ARCHITECT'S LIEN FOR PLANS ACCEPTED BUT NOT USED TO EFFECT ACTUAL IMPROVEMENT ON THE LAND. — An architect, under contract with the defendant, made plans for a building whose construction he was to superintend. After accepting the plans, but before any work had been done on the land, the defendant repudiated the contract. The mechanics' lien law, MINN. GEN. STAT., 1913, § 7020, gives anyone who contributes to the improvement of real estate a lien "upon such improvement and upon the land on which it is situated." Held, that the architect was entitled to a lien on the land on which the building was to have been erected. *Lamoreaux v. Andersch*, 150 N. W. 908 (Minn.).

The court reasons that the broad policy indicated by the mechanics' lien law demands a lien where there would have been an improvement if the owner had performed his contract, even though the statute literally requires an actual improvement. The motive which underlies mechanics' lien statutes seems to be a sense of the injustice of letting one man be enriched by another man's unpaid services. See PHILLIPS, MECHANICS' LIENS, § 6. They owe their legislative origin to the analogy of the common-law lien, which attached only to chattels actually improved by the bailee. See *Esterley's Appeal*, 54 Pa. 192, 193. The language of some statutes, it is true, is broader and indicates a departure from this traditional view that there must be on the land a tangible embodiment of the lienor's labor or substance; and it has been held under such statutes that there may be a lien for materials tendered but wrongfully rejected by the owner and never used on the land. *Thomas Tramwell & Co. v. Mount*, 68 Tex. 210, 4 S. W. 377; *Hinchman v. Graham*, 2 Serg. & R. (Pa.) 170. The class of statutes to which the Minnesota law belongs, however, gives little countenance to such an interpretation; and there seems to be nothing in the purpose of the act which calls for judicial extension of its language. But see *Burns v. Sewell*, 48 Minn. 425, 51 N. W. 224. Under a statute which differs but slightly from that involved in the principal case, Iowa has reached the opposite result. *Foster v. Tierney*, 91 Ia. 253, 59 N. W. 56.